



**DURHAM DISTRICT SCHOOL BOARD**

**TENDER T20-33**

**TENDER DOCUMENTS  
FOR  
NEW ELEVATOR  
AT  
DUNBARTON HIGH SCHOOL  
655 Sheppard Avenue  
Pickering, ON  
L1V 1G2  
Tel: 905-839-1125**

**CLOSING TIME & DATE:**

**BEFORE 11:00 A.M., LOCAL TIME – Thursday, May 21, 2020**

**NOTE: BID DEPOSIT AND SURETY'S AGREEMENT TO BOND IS A  
REQUIREMENT WITH THIS TENDER**

NOTE: Schools are closed and inaccessible at this time.



**DURHAM DISTRICT SCHOOL BOARD  
PURCHASING DEPARTMENT**

**TENDER T20-33**

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### **BID DOCUMENT ADMINISTRATION**

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Durham District School Board  
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Whitby, ON L1R 2K6  
Tel: (905) 666-6445  
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### **TECHNICAL SPECIFICATION INQUIRIES**

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Facilities Services  
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**DURHAM DISTRICT SCHOOL BOARD**

**PURCHASING DEPARTMENT**

**FORM OF TENDER T20-33**

**FOR**

**NEW ELEVATOR**

**AT**

**DUNBARTON HIGH SCHOOL**

Submitted to the Purchasing Department, The Durham District School Board, 400 Taunton Road East, Whitby, Ontario L1R 2K6.

Having carefully examined the:

GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS AND

ADDENDUMS AS ACKNOWLEDGED THROUGH THE BIDDING SYSTEM

and having visited the Project site where applicable; we, the undersigned hereby offer and agree to furnish all and every kind of labour, scaffolding, tools, implements, machinery, plant, services and materials require to complete in a satisfactory and workmanlike manner all the work required to complete the above project in accordance with the said Documents.

In submitting this Tender, we recognize your right to accept any Tender at the price submitted or to reject all Tenders.

We agree that if this Tender is accepted, we will execute whatever additional or extra work may be required and make any deductions for the said work at the unit price(s) hereinafter set out in this form of Tender, unless the change request stipulates another method of determining the value of a change, in strict conformity in all respects with the requirements of the above Contract Documents.

**Bidder's Name:**\_\_\_\_\_

## **COMMENCEMENT AND COMPLETION**

Work to commence on or around June 30, 2020 and to be completed January 15, 2021 as arranged with the project supervisor.

We agree to complete the entire Work of this Contract within the timeframe specified above.

Yes\_\_\_\_\_ / No\_\_\_\_\_ (please indicate).

## **SUBCONTRACTORS**

We agree to supply to the DDSB (Purchasing Department) **within 24 hours of the Tender closing** a complete list of all Subcontractors and major equipment suppliers we propose to employ on this project.

We list below the names of the Subcontractors to whom we propose to sublet work and their associated trades and we recognize that the list of subcontractors shall be considered in the selection of the successful bidder.

1. Mechanical Subcontractor: \_\_\_\_\_

Mechanical Amount: \$ \_\_\_\_\_

2. Electrical Subcontractor: \_\_\_\_\_

Electrical Amount: \$ \_\_\_\_\_

3. Elevator Subcontractor: \_\_\_\_\_

Elevator Amount: \$ \_\_\_\_\_

**Bidder's Name:** \_\_\_\_\_

## **PRICE SCHEDULE BREAKDOWN**

If applicable, the following breakdown prices including the cost of all labour, material, overhead, profit etc., required to complete each portion of the work shall be submitted. The DDSB reserves the right to alter the work on this contract by deducting or adding to the contract, based on unit pricing, where the Board deems necessary.

## **PRICE SCHEDULE**

Base price, including all applicable Duty, Excise Taxes, Freight, and Insurance.

I/We, the undersigned, having carefully examined the bid documents, having visited and investigated the Site, and examined all conditions, circumstances and limitations affecting the Work, offer to enter into a Contract with the Owner, to perform the Work required by the bid documents for the stipulated price of:

\_\_\_\_\_  
(Enter written value here)

\_\_\_\_\_  
DOLLARS (\$) )

\_\_\_\_\_  
(Enter numeric value here)

In Canadian funds, not including HST. In case of a discrepancy between the written and numeric value stated above, the written tender amount will take precedence over the numeric tender amount.

Contractor to indicate  
HARMONIZED SALES TAX REGISTRATION NO. \_\_\_\_\_

We the undersigned agree to provide all the necessary material, labour and equipment for prices quoted to the Durham District School Board in accordance with all terms conditions and specifications stipulated herein and attached hereto.

\_\_\_\_\_  
Name of Signing Officer (PRINT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address of Company

\_\_\_\_\_  
e-Mail

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
(SEAL)



## INFORMATION TO BIDDERS

### 1. bidsandtenders Electronic Bid Submission Information

***As per the Minister of Education direction, all Ontario School Boards are closed until an undetermined date. Due to the closure, all bid submissions are to be uploaded to bids&tenders effective immediately.***

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Bidding System on the closing date, no later than 11:00:00 a.m. local time. All Bidders shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addenda/Addendum and to submit their Bid electronically through the Bidding System.

The Bidding System will send a confirmation email to the Bidder advising that their Bid was submitted successfully. If you do not receive a confirmation email, contact technical support at Bids&Tenders via email: [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

Late Bids shall not be accepted by Durham District School Board's Bidding System. To ensure receipt of the latest information and updates via email regarding this bid or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor Account and register as a Plan Taker for the bid opportunity at <https://ddsb.bidsandtenders.ca>.

#### ADDENDUM/ADDENDA

ALL QUESTIONS & ANSWERS will be posted as an Addendum. All questions should be submitted through the bidding system portal by clicking on the submit question button at <https://ddsb.bidsandtenders.ca>. Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that have been issued before a Bidder can submit their Bid Submission online.

Addendum/Addenda will typically be issued through the Bidding System up to five (5) days prior to Closing Date and Time.

In the event an Addendum is issued within five (5) days prior to Closing Date and Time, it may include an extension of the Closing Date and Time. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://ddsb.bidsandtenders.ca> prior to submitting their Bid and up until Bid Closing Date and Time in the event additional Addendums are issued.

Durham District School Board encourages Bidders not to submit their Bid prior to five (5) days before the Bid Closing Date and Time, in the event that an Addendum is issued. If a Bidder submits their Bid at any time prior to the Bid Closing and an Addendum/Addenda is issued by Durham District School Board, the Bidding System shall WITHDRAW their Bid Submission and change the status to INCOMPLETE (NOT accepted by Durham District School Board). The Withdrawn Bid can be viewed and re-submitted by the Bidder in the "MY BIDS" section of the Bidding System.

### **WITHDRAW/EDIT BIDS**

Bidders may edit or withdraw their Bid Submission prior to the Closing Date and Time. However, the Bidder is solely responsible to:

- make any required adjustments to their Bid; and
- acknowledge the Addendum/Addenda; and
- ensure the re-submitted Bid is RECEIVED by the Bidding System no later than 11:00:00 a.m. local time, on the Bid Closing Date.

### **COMPANY CONTACTS**

Additional company contacts are recommended for the reasons outlined below:

You are strongly urged when creating or updating a Bidding System Vendor Account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge Addendum/Addenda, on your behalf.

Notwithstanding the above, it is recommended that you do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition (for example, a company may have two divisions that could compete for the same Bid Opportunity).

If you are an invited company contact, it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://ddsb.bidsandtenders.ca> website and create a separate vendor account. Contact [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca) for all technical issues.

### **BID CLOSING DATE AND TIME**

All Bidders shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their Bid electronically through the Bidding System.



Bid Submissions shall be received by the Board's Bidding System not later than 11:00:00 a.m. Eastern local time, on the specified Closing Date. The Closing Time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, and other electronic considerations.

For the above reasons, Durham District School Board recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The Closing Date and Time shall be determined by the Board's Bidding System web clock.

Original Bid forms not completed in the prescribed manner may be considered INVALID.

It is the sole responsibility of the Bidder to ensure a Bid is delivered on time. Late bids will not be accepted by the Board's bidding system.

Copies of any pertinent bid deposit and bid surety will need to be included with your bid submission. Durham District School Board may request the originals to be sent in the mail, should your bid be awarded the contract.

Durham District School Board hereby consents to the use of an electronic signature for the signing of all documents requested hereunder. Acceptable forms of electronic signature include, but are not limited to, the typing of the Bidder's authorized signing Officer's name or the inclusion of an image of the Bidder's authorized signing Officer's signature, so long as the electronic signature is sufficient to identify the Bidder's authorized signing Officer. The Bidder's authorized signing Officer agrees that whatever form of electronic signature is provided constitutes a signature for the purposes of executing all documents requested hereunder.

## **2. BID DEPOSIT**

A bid deposit shall be in the form of bank draft, bid bond, certified cheque or money order, payable to the DDSB, in the amount of **10% (ten percent) of the bid price.**

All bid deposits will be returned to the unsuccessful bidders within a reasonable time after the bids have been opened except those which the DDSB elects to retain until the successful bidder(s) has executed the contract documents.

The bid deposit of the successful bidder(s) will be returned subsequent to the execution of the contract and provisions for the contract have been submitted.

The bid deposit shall be forfeited if the vendor/contractor awarded the contract fails to accept the contract or withdraws their bid after notification of acceptance of the bid.

**Bids not accompanied by the required bid deposits shall be rejected.**

### 3. **BID DOCUMENTS**

The Contractor whom is awarded the work agrees to adhere to the following documents as a basis for the construction, as applicable:

- Standard Construction Document, CCDC 2 – 2008 Stipulated Price Contract
- DDSB Front End – Information to Bidders, Terms and Conditions
- DDSB Purchase Order (as applicable).

In the case of a discrepancy between the DDSB Front End documents and the CCDC 2 documents, the CCDC 2 will prevail.

### 4. **BID OPENING - PUBLIC TENDERS**

Bid results will be posted on the DDSB's bidding system and available to all Plan Takers.

### 5. **COVID-19**

It is the expectation of the DDSB that the Successful Bidder will order the necessary materials upon award of the Vendor/Contract. With respect to commencement of work at the Sites, the DDSB acknowledges that non-critical Construction has been deemed a non-essential service by the Ontario Government to Stop the Spread of COVID-19 and is a cause beyond the Vendor/Contractor's control.

If the Vendor/Contractor is delayed in the performance of the Work any cause beyond the Vendor/Contractors control other than one resulting from a default or breach of Vendor/Contract by the Vendor/Contractor, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Vendor/Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Vendor/Contractor agrees to a shorter extension. The Vendor/Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the Owner, Consultant or anyone employed or engaged by them directly or indirectly.

The extension of the project schedule, due to COVID 19 shall not impact the Successful Bidder's bonding or jeopardize completing the project on time. The DDSB will work with the Consultant and the Successful Bidder to arrive at a mutually agreeable revised project schedule, due to any schedule delays caused by COVID 19.

Bidders shall bid this project, based on materials being ordered immediately upon award and work on site commencing on a date specified by Durham District School Board.

### 6. **INSURANCE (GENERAL LIABILITY)**

The vendor/contractor shall provide and maintain, at their own expense, a policy of general liability insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire contract period.

General liability insurance shall be in the name of the vendor/contractor, naming the DDSB as **additional insured**, with limits of not less than **five million (5,000,000.00) dollars** inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

**The vendor/contractor shall provide the DDSB (Purchasing Department) with proof of insurance within 10 days of issuance of the written notification of intent to award the contract.**

## **7. SURETY**

### **Performance Bond**

Performance surety shall be in the amount of fifty percent (50%) of the total amount and is a requirement of this tender.

An agreement to bond for a 50% performance bond issued by an approved surety company authorized to conduct business in the Province of Ontario shall accompany the bid submission. An irrevocable letter of credit for 50% of the value of the contract shall be accepted as surety, in lieu of a performance bond, issued by an approved bank or financial institution having office in Canada and authorized to conduct business in Ontario shall accompany the bid submission.

Where the vendor/contractor has provided an irrevocable letter of credit as surety, the aforesaid will be returned after completion of the work and final payment has been accepted by the vendor/contractor.

The vendor/contractor shall arrange, pay for, execute and furnish to the DDSB a performance bond in an amount equal to fifty percent (50%) of the bid sum with an approved surety company.

An irrevocable letter of credit for fifty percent (50%) of the bid sum shall be an acceptable alternative to a performance bond issued by an approved bank or financial institution in Canada and authorized to conduct business in Ontario.

Upon award of the contract, the vendor/contractor shall promptly provide to the DDSB (Purchasing Department) the surety bonds called for on the bid documents. DDSB shall advise of the method for delivery of surety documents as necessary.

### **Labour and Material Payment Bond**

Labour and material payment surety shall be in the amount of fifty percent (50%) of the total amount and is a requirement of this tender.

An agreement to bond for a 50% labour and material payment bond issued by an approved surety company authorized to conduct business in the Province of Ontario shall accompany the bid submission. An irrevocable letter of credit for 50% of the value of the contract shall be accepted as surety, in lieu of a labour and material payment bond, issued by an approved bank or financial institution having office in Canada and authorized to conduct business in Ontario shall accompany the bid submission.

Where the vendor/contractor has provided an irrevocable letter of credit as surety, the aforesaid will be returned after completion of the work and final payment has been accepted by the vendor/contractor.

The vendor/contractor shall arrange, pay for, execute and furnish to the DDSB a labour and material payment bond in an amount equal to fifty percent (50%) of the bid sum with an approved surety company.

An irrevocable letter of credit for fifty percent (50%) of the bid sum shall be an acceptable alternative to a labour and material payment bond issued by an approved bank or financial institution in Canada and authorized to carry on business in Ontario.

Upon award of the contract, the vendor/contractor shall promptly provide to the DDSB (Purchasing Department) the surety bonds called for in the bid documents. DDSB shall advise of the method for delivery of surety documents as necessary.

**Bids not accompanied by the required Performance and/or Labour and Material Agreement to Bonds' shall be rejected.**

**8. WORKPLACE SAFETY & INSURANCE BOARD (W.S.I.B.)**

A Certificate of Clearance from the WSIB, shall be provided prior to the commencement of work indicating that all payments by the vendor/contractor to the WSIB Board have been made.

Clearance certificates shall be renewed by the vendor/contractor every ninety (90) days (minimum) and submitted automatically and routinely to the DDSB throughout the period of the contract.



## GENERAL TERMS & CONDITIONS

### 1. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (A.O.D.A.)

DDSB is committed to the highest possible standards for accessibility. The vendor/contractor must be capable to recommend and deliver, as appropriate for each deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to Achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-7 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the DDSB has established regulations, policies, practices and procedures governing the provision of its goods and services to persons with disabilities. DDSB Regulation #1305 is available for review on the Boards website under Policies and Procedures at: [DDSB Policies, Regulations & Procedures](#).

Vendor/contractors are required to comply with the Board's accessibility standards, policies, practices and procedures which may be in effect during the Term of the Agreement and which apply to the deliverables to be provided by the vendor/contractor.

### 2. ADDENDUM

Any clarification of the bid documents required by the bidder prior to submission of its bid shall be requested through the Questions tab on the DDSB's Bidding System. Bidders that fail to comply with the requirements to direct all communications to the Bidding System may be disqualified from this bid process. Without limiting the generality of this provision, Bidders shall not communicate with or attempt to communicate with the following as it relates to this bid;

- Any employee or agent of DDSB other than the Procurement Lead; or
- Any member of DDSB's governing body including without limitation the Director, Officers, Trustees, Superintendents and any advisors thereto.

Any such clarifications so given shall not in any way alter the bid documents and the Bidder and the DDSB hereby agree that in no case shall oral arrangements be considered.

During the period prior to submission of a bid, if the DDSB for any reason determines that it is necessary to provide additional information relating to this bid, such information will be communicated to all bidders by way of **written** addenda posted to the DDSB's Bidding System. Each addendum shall form an integral part of this document.

The bidder shall check a box for each addendum/addenda and any applicable attachments that have been issued via the DDSB's Bidding System to acknowledge receipt. Addenda shall be issued at least (5) five business days before the bid closing date. Bidders are responsible for obtaining and confirming receipt of all addenda issued by the DDSB. Exceptions to the five-day notification must be approved by the Manager of Purchasing of the DDSB.

No officer, agent, employee or representative of the DDSB is authorized to amend or waive the terms of the bid document in any way unless the amendment or waiver is provided as a **written** addendum approved by the Buyer/designate.

#### **Discrepancies/Omissions:**

Any bidder finding discrepancies or omissions in this document shall at once notify the Procurement Lead. If necessary, a written addendum will be posted to the DDSB's Bidding System to all Plan Takers. Bidder(s) may, during the bidding period, be advised by addendum of any additions, alterations or deletions to the specifications and other parts of this bid document. All such changes shall be covered by the bid and become a part of the bid document.

### **3. ADDITION OR DELETION TO CONTRACT**

The DDSB reserves the right to add or delete quantities and/or products.

### **4. ALERTS**

The Bidder is required to identify any products that are subject to a safety alert and/or recall. The Bidder should disclose the guaranteed response time to assess recalled products and resources available to assess all recalled products in order to ensure the products meet current safety standards and regulations.

### **5. ALTERNATE BIDS**

Goods and services are described or named in this specification to establish a standard of material and workmanship. The bid amount shall be based on the specified goods/services. Bidders may include with their bid alternates based on the use of alternates materials equivalent to the goods/services specified. Alternate bids shall be stated in a letter accompanying the bid. Under **no** circumstances shall the bid for any alternate material or equipment be included in the bid amount. The following information shall be stated with any alternate goods/services:

- Manufacturer's name and Vendor/Contractor's name
- Change in price if any
- Reason for proposing alternate
- Detailed description of alternate including product literature shop drawing etc., if applicable.
- The DDSB reserves the right to accept or reject proposed alternate(s). Rejection by the DDSB is final.
- Alternate bids will not be announced publicly as to pricing and technical detail.

### **6. ASBESTOS MANAGEMENT**

#### **ASBESTOS MANAGEMENT PLAN:**

Vendor/contractor must ensure that the following procedures are met when any work that involves penetrating and/or removing ceiling tiles, working in mechanical or electrical rooms, tearing out sections of wall or similar activities are undertaken:

- Immediately report to the School/Facilitator Custodian and Project Supervisor

- Review the DDSB Asbestos Management Plan and ensure it is understood where the asbestos is located within the building
- Should the possibilities exist that asbestos will be disturbed; the contractor will contact
- Kerri Stewart, Manager of Health & Safety, (905) 666-6409, and proceed as directed.

**NOTE: WORK IS NOT TO PROCEED** until further advised by the DDSB's Health & Safety official.

Similarly, should a vendor/contractor discover asbestos during a project which has not been identified by the Asbestos Management Plan, the vendor/contractor is to **STOP WORK** immediately and report the information to the DDSB's Health & Safety official and await their decision to proceed.

This procedure must be followed and is in place to ensure all workers (the employees of the DDSB and/or the vendor/contractor) are adequately protected under the provisions of the Occupational Health & Safety Act of Ontario.

## **7. ASSIGNMENT**

The vendor/contractor shall not assign the contract or any portion thereof without prior written consent of the DDSB.

## **8. AWARD**

The DDSB reserves the right to award in whole or in part, whichever, in the DDSB's sole discretion, is in its own best interest.

## **9. BID ACCEPTANCE**

Durham District School Board reserves the right to accept or reject any bid in whole or in part whichever, in the DDSB's sole discretion, is in its own best interest.

**The lowest or any bid will not necessarily be accepted.**

## **10. BID CLARIFICATION**

The DDSB reserves the right, in its sole discretion, to seek clarification(s) and supplementary information from bidders after the bid submission deadline, without becoming obligated to allow any other bidders to clarify their bids. Such clarification, if any, is not an opportunity for the bidder to change or amend their bid in any substantive manner. The response(s) received by the DDSB from a bidder may, if accepted by the DDSB, form an integral part of that bidder's bid.

Any clarification of the bid documents required by the bidder prior to submission of its bid shall be requested through the Purchasing Department of the DDSB. Any such clarifications so given shall not in any way alter the bid documents and the vendor/contractor and the DDSB hereby agrees that in no case shall oral arrangements be considered.

## **11. BID COMPLETION**

All blank spaces of bid form must be completed in full. Original Bid Forms not completed in the prescribed manner may be considered invalid.

## **12. BID DEPOSIT**

Where applicable, A bid deposit shall be in the form of bank draft, bid bond, certified cheque or money order, payable to the DDSB, in the amount of **10% (ten percent) of the bid price.**

All bid deposits will be returned to the unsuccessful bidders within a reasonable time after the bids have been opened except those which the DDSB elects to retain until the successful bidder(s) has executed the contract documents including the purchase order.

The bid deposit of the successful bidder(s) will be returned subsequent to the execution of the contract and provisions for the contract have been submitted.

The bid deposit shall be forfeited if the vendor/contractor awarded the contract fails to accept the contract or withdraws their bid after notification of acceptance of the bid.

Bids not accompanied by the required bid deposits shall be rejected.

## **13. BID DISPUTE**

DDSB manages bid dispute resolution utilizing the following processes:

- Negotiation
- Mediation
- Arbitration

The DDSB reserves the right to select the most suitable method of resolution to follow.

Bid dispute resolution will be managed by the DDSB through these processes designed to resolve a procurement related conflict, dispute or claim.

## **14. BID ERRORS AND OMISSIONS**

In the event of any omission in the bid documents:

- unit prices shall govern over total prices;
- figures shall govern over words; and
- the DDSB reserves the right to contact any bidder after closing to clarify the bidder's pricing without becoming obligated to contact any other or all bidders for clarification.

## **15. BID EXPENSES**

The DDSB shall not be liable for any expenses incurred in the preparation and submission of this bid. With respect to anything relating to this bid process, the bidder, by submitting a proposal, agrees to waive any and all claims for losses to the cost of preparing and submitting their bid.



## **16. BID IRREGULARITIES (Major & Minor)**

### **Major**

Late bids are not permitted by the DDSB's Bidding System.

### **Minor**

Bids not completed as requested may be rejected by the DDSB acting in its absolute discretion.

Bids must be signed, in the spaces provided, in ink or electronically, by a person who is authorized to bind the bidder. Any unsigned bids may be rejected.

Erasures or noticeable changes must be initialed by the bidder or the bid may be rejected. .

## **17. BID OPENING – (PUBLIC TENDERS only)**

Bid results will be posted on the DDSB's bidding system and available to all Plan Takers.

## **18. BID PROTEST PROCEDURE**

A protest in writing must be received within ten (10) days of the bid closing date and following a debriefing. Any protest in writing that is not received within the ten (10) day period indicated, will not be considered by the DDSB.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- A specific description of each act alleged to have breached the procedure process;
- A precise statement of the relevant facts;
- An identification of the issues to be resolved;
- The bidder's arguments and supporting documentation; and
- The bidder's requested remedy.

## **19. BID SUBMISSION**

Bid deposits and surety when required, must accompany bid submission.

The bidder declares that the bid is not collusive with any other bidder(s) submitting a bid.

Electronic bid submissions shall be received by the DDSB's Bidding System on original bid forms only. Alterations of the original document will not be permitted under any circumstances.

Any unsigned bids may be declared invalid.

All Bidders shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their Bid electronically through the Bidding System.

Bid Submissions shall be received by the Board's Bidding System not later than 11:00:00 a.m. Eastern local time, on the specified Closing Date. The Closing Time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, and other electronic considerations.

For the above reasons, Durham District School Board recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The Closing Date and Time shall be determined by the Board's Bidding System web clock.

Original Bid forms not completed in the prescribed manner may be considered INVALID.

It is the sole responsibility of the Bidder to ensure a Bid is delivered on time. Late bids will not be accepted by the Board's bidding system.

Copies of any pertinent bid deposit and bid surety will need to be included with your bid submission. Durham District School Board may request the originals to be sent in the mail, should your bid be awarded the contract.

Durham District School Board hereby consents to the use of an electronic signature for the signing of all documents requested hereunder. Acceptable forms of electronic signature include, but are not limited to, the typing of the Bidder's authorized signing Officer's name or the inclusion of an image of the Bidder's authorized signing Officer's signature, so long as the electronic signature is sufficient to identify the Bidder's authorized signing Officer. The Bidder's authorized signing Officer agrees that whatever form of electronic signature is provided constitutes a signature for the purposes of executing all documents requested hereunder.

## **20. BIDDER QUALIFICATION**

The bidder may be required to demonstrate, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified completion date for all bid requirements. The DDSB reserves the right to reject the bid of any bidder who does not furnish satisfactory evidence of the above in the opinion of the DDSB.

## **21. BLACKOUT PERIOD**

During the evaluation period (closing date to the award date), the DDSB will not communicate with bidders on matters related to the competitive procurement process. Only the procurement lead of the DDSB will communicate with bidders for any bid related issues during this period.

## **22. BOARD PROFILE**

Durham District School Board consists of:

- 108 Elementary Schools with over 46,000 students
- 24 Secondary Schools and Learning Centres with over 23,000 students
- 1 Education Centre
- Over 7,000 teachers and staff
- Update information may be accessed from the DDSB website [www.ddsb.ca](http://www.ddsb.ca)

## **23. BROCHURES/CATALOGUES**

Bidders are requested to provide technical data and brochures related to the bid.

## **24. CANADIAN STANDARDS ASSOCIATION (C.S.A.)**

All electrical/electronic components supplied by the vendor/contractor must be CSA / ULC and/or Ontario Hydro/Ontario Electrical Safety Authority approved. Appropriate labels must be affixed to the equipment.

## **25. CERTIFICATE OF SUBSTANTIAL PERFORMANCE**

The DDSB reserves the right to request the vendor/contractor to publish the date of substantial performance of the project. The date will be agreed to by the vendor/contractor, and the DDSB and/or Consultant. Publication of the project must be in accordance with the Construction Act.

Where there is no certification or declaration of substantial performance of a contract, or where the required publication has not occurred, lien rights expire at the conclusion of the sixty (60) day period following the date the contract is completed, as signified by the payment of the final progress claim.

## **26. CHANGE ORDERS**

The DDSB and/or Consultant may, without invalidating the contract, direct the vendor/contractor to make changes in the work.

When a change causes an increase, or decrease in the work, the contract price shall be increased or decreased by the unit price(s) quoted, or in the absence of applicable unit price(s), by an amount to be agreed upon between the DDSB and/or Consultant and the vendor/contractor.

Any changes in the contract will be in the form of a written change notice from the DDSB Purchasing Department.

Where changes in the work are made after the award of contract and are not to be valued by the unit prices, the vendor/contractor agrees to provide bids for the proposed changes to the Consultant and DDSB's project manager indicating the complete breakdown of material and labour costs, mark-up, profit etc.

Mark-up for changes shall be applied as follows:

Prime Contractor's Own Work:  
Prime Contractor Overhead = 10%  
Prime Contractor Profit = 5%

Sub-Contractor's Work:  
Sub-Contractor Overhead = 5%  
Sub-Contractor Profit = 5%  
Contractor Overhead (only) on Work of Subcontractor = 10%

## **27. CLARIFICATION OF PROPOSALS**

DDSB shall have the right at any time after the Closing Date to seek clarification from any Vendor in respect of the bid, without contacting any other Vendor/Contractor.

Any clarification sought shall not be an opportunity for the Vendor/Contractor to either correct errors or to change its bid in any substantive manner. Subject to the qualification in this provision, any written information received by DDSB from a Vendor/Contractor in response to a request for clarification from DDSB may be considered, if accepted, to form an integral part of the bid, at DDSB's sole and absolute discretion.

DDSB shall not be obliged to see clarification of any aspect of any Proposal.

## **28. CLEAN UP**

The vendor/contractor will:

- Keep the job site free from accumulations of waste materials or rubbish caused by employees or work, and at the completion of the day, will remove all rubbish from/about the site and all tools and surplus materials, and will leave the work "construction clean", or its equivalent, unless otherwise specified.
- Clean up on a room-by-room basis as work is completed in that location.
- Use tarps and cover sheets in locations with existing furnishings and equipment. Care must be taken not to damage, dirty or mark floors or walls if furnishings and equipment need to be moved.
- Supply waste/recycling bins and must not use the DDSB's waste/recycling bin without written approval by the designated representative. In the case of a dispute, the DDSB reserves the right to remove waste and/or repair/clean up where the vendor/contractor has failed to do so, and charge all costs to the vendor/contractor as shall be determined to be fair and just.
- Be responsible for the disposal of material removed from the site in accordance with all legislation and regulations regarding waste handling and disposal. The vendor/contractor will not burn any materials on-site, and will not allow debris and/or fumes to enter the school's ventilation system or sewers.
- The vendor/contractor shall maintain the place of work in a tidy condition and free from accumulations of waste products and debris.
- At the completion of the work, the vendor/contractor shall remove their surplus materials, tools, construction machinery and equipment and also remove waste products and debris caused by the vendor/contractor, their subcontractors or employees.

## **29. COMMENCEMENT & COMPLETION**

The work shall commence on the date specified within the bid documents and continuously carried on until contract completion date unless otherwise approved by the DDSB.

The term "completion" shall be understood to mean that the work has been completed, including all items of deficiency to the satisfaction of the DDSB.

## **30. COMPLIANCE**

All bids must comply in accordance with all terms, conditions, prices and specifications set forth in these bid documents. Restrictive or conditional statements by the bidder on the bid document may subject bid to disqualification.

## **31. CONDITIONS OF PRICING**

Prices shall be in Canadian funds, quoted separately for each item stipulated, F.O.B. destinations. Shipping charges shall not apply unless otherwise specified by the DDSB.

Prices bid must include all incidental costs and the bidder shall be deemed to be satisfied as to the full requirements of the bid. No claims for extra work or costs will be entertained or considered for any activities related to the provision of this requirement to the DDSB.

## **32. CONDUCT OF WORK**

The vendor/contractor shall have complete control of the work and shall effectively direct and supervise the work so as to ensure conformance with the contract documents. The vendor/contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the work under the contract.

The vendor/contractor shall review the contract documents and shall promptly report to the DDSB any error, inconsistency or omission discovered.

The vendor/contractor is required, before bid closing, and by personal examination, to thoroughly acquaint themselves with all existing conditions at the site which may in any way affect the proper completion of the work specified.

The vendor/contractor shall maintain good order and discipline among their employees engaged on the work and shall not employ on the work; anyone not skilled in the task assigned.

The vendor/contractor must comply with all safety standards established by law and with safety standards established by industry associations where applicable.

The vendor/contractor shall conduct the work with all skill and diligence and shall cooperate with the DDSB and the DDSB's representatives in every legitimate way to conduct their respective business in an effective, successful and harmonious manner, so as to complete the work specified.

The vendor/contractor shall provide site and material security at their expense.

The vendor/contractor shall be fully responsible for protecting the work from inclement weather and the barricading of the site.

### **33. CONFIDENTIALITY**

The parties agree that any information concerning the business or affairs of the other party or its directors, officers, agents, principals, elected officials or employees and clients, as applicable, about which the other party becomes aware of in the course of bidder supplying the equipment shall:

- Be treated as confidential;
- Not be disclosed to any third party or to the bidder's personnel of the purchaser's staff except as may be required under the agreement; and
- Not be used for any purpose other than that contemplated by this agreement and for the benefit of the other party.

The parties agree that any combination of information which includes such information shall be treated as confidential even if individual parts thereof are not confidential. The parties shall use all reasonable efforts to keep such information confidential, using a standard of care no less than the degree of care that the recipient would be reasonably expected to use for its own confidential information. The parties shall ensure that all recipients of the said information, including the Vendor/Contractor's personnel or the purchaser's staff assume obligations identical in principle with those which the parties assume under this Section.

In the event a party is required by any applicable law to make disclosure of any such information, the party required to make disclosure shall consult with the other party to the extent reasonably practicable in advance as to the contents and timing of such disclosure.

#### **Exceptions**

While neither party shall disclose any confidential information of the other, it shall not constitute a breach of the obligations hereto if such confidential information was:

- Already lawfully in the public domain or becomes known within the public domain from no breach of such party;
- Already known to such party at the time of disclosure;
- Independently developed by the party without reference to or use of the information;
- Lawfully received by the party from a third party; or
- Made public with the prior consent in writing of the other party.

### **34. CONFLICT OF INTEREST**

By submitting a bid, a bidder represents and declares that no member, officer or employee of DDSB has or will have an interest, directly or indirectly, in the performance of the contract, or in the good/services in connection with the said contract, or in any portion of the profits thereof, or in any monies derived therefrom. In addition, and for the purposes hereof, "Conflict of Interest" includes:

- (a) in relation to the bid process, the bidder has an unfair advantage or engaged in conduct, directly or indirectly, that may give the bidder an unfair advantage, including:

- (i) having or having access to information in the preparation of the bid that is confidential to DDSB and not available to other bidders;
  - (ii) communicating with any person with a view to influencing preferred treatment in the bid process; or
  - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or
- (b) in relation to the performance of the provision of the goods or services or performance of the contractual obligations, the bidder's other commitments, relationships or financial interests:
  - (i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the bidder's independent judgments; or
  - (ii) could or could be perceived to compromise or impair or be incompatible with the effective performance of the provision of the goods or services or performance of the contractual obligations.

The bidder shall:

- (a) avoid any Conflict of Interest in the bid process and in the performance of its contractual obligations;
- (b) disclose to DDSB without delay any actual or potential Conflict of Interest that arises during the bid process or during the performance of its contractual obligations; and
- (c) comply with any requirements prescribed by DDSB to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, DDSB may immediately disqualify a bid or terminate the contract upon giving notice to the bidder where:

- (a) the bidder fails to disclose an actual or potential Conflict of Interest;
- (b) the bidder fails to comply with any requirements prescribed by DDSB to resolve a Conflict of Interest; or
- (c) the bidder's Conflict of Interest cannot be resolved.

This paragraph shall survive any termination or expiry of the contract.

### **35. CONTRACT**

Each bid will be received with the understanding that the acceptance in writing by the DDSB of the offer to furnish all or any part of the goods/services described therein shall constitute a contract between the bidder and the DDSB, which shall bind the bidder on their part to furnish and deliver the goods/services at the prices bid, in accordance with conditions of said accepted bid, prices, specifications, bid terms and conditions.

No alterations or variations of the terms of the contract shall be valid or binding unless otherwise authorized in writing by the DDSB.

It is mutually agreed and understood that the vendor/contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or the right, title or interest therein, or the power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the DDSB.

For the purposes hereof, the transfer or issuance of shares by a vendor / contractor of more than fifty percent (50%) of the voting securities of a vendor / contractor to any third party other than to an affiliate (as such term is defined in the Business Corporations Act (Ontario)) or the shareholder or shareholders of the vendor / contractor as of the Closing Date, whether or not such transfer or issuance of voting securities takes place in one or more transactions shall, for the purposes of the contract, be deemed to be an assignment of the contract requiring the consent of DDSB, unless such transfer or issuance of shares is made pursuant to an initial public offering of common shares under the Securities Act (Ontario).

### **36. CUSTOMS**

All commercial customs documents, including but not limited to commercial invoices, Canada Customs Invoices, and bills of lading, as applicable, shall be fully and satisfactorily completed in accordance with Canada Border Services Agency requirements. The vendor/contractor shall obtain from the DDSB and show on the relevant commercial documents all that are accessible of the following: the Purchase Order Number or the department/school name of the DDSB purchasing the goods. Goods eligible for duty free entry into Canada according to NAFTA shall be accompanied by a fully completed NAFTA Certificate of Origin or Statement of Origin, stamped or printed. Penalties assessed by CBSA due to incomplete, inaccurate or missing information on a commercial customs document shall be the responsibility of the vendor/contractor and shall be charged to and paid by the vendor/contractor or shall be deducted from any payment owing to the vendor/contractor.

### **37. DEBRIEFING (Request for Proposal only)**

Not later than sixty (60) days following the date of posting of a contract award notification in respect of the bid, a bidder may contact the DDSB's bid document administrator requesting a debriefing from the DDSB. The debriefing will be conducted in accordance with the procedures outlined in the Broader Public Sector Procurement Directive.

### **38. DEFINITIONS**

**Addendum, Addenda** – A formal change(s) to the bid document issued by the DDSB requiring an acknowledgement of the addenda or addendum by the bidder.

**Award** – The selection of a bidder and respective goods/services as accepted by the DDSB.

**Bid** – The documents issued by the DDSB requesting/inviting bids for the goods/services specified herein.



**Bid Document** - The bid issued by the DDSB that states all DDSB requirements, such as specifications, scope of work, drawings, terms and conditions etc.

**Bid Submission** - An offer by a bidder in response to the bid document issued by the DDSB.

**Bidding System** – DDSB’s Bidding System shall mean bids and tenders.

**Contract** – The purchase order and/or executed agreement authorizing the vendor/contractor to perform the work/supply of goods/services in accordance with all terms, conditions, specifications and prices as agreed upon.

**“DDSB”** shall mean the Durham District School Board and all associated officials with the Manager of Purchasing or designate acting on its behalf for the administration and procurement purposes of this bid.

**Facilities Services** – Official plant and construction agency of the DDSB. Where the word “Engineer” occurs, it shall be construed to mean “The Superintendent of Education/Facilities Services of the DDSB,” or duly authorized officials.

**Goods/Services** - All labour, materials, products, articles, fixtures, services, supplies, and work required to be done, furnished or performed by the vendor/contractor, as specified in the bid and/or contract.

**Purchasing Department** – Official procurement agency of the DDSB.

**RFP** - means Request for Proposal.

**RFT** - means Request for Tender.

**RFQ** - means Request for Quote.

**RFSQ** – means Request for Supplier Qualification.

**RFI** - means Request for Information.

**RFEI** - means Request for Expression of Interest.

**Vendor/Contractor** – The person, firm, company or corporation with whom the DDSB has entered into contract for the work/goods/services specified herein.

### **39. DELIVERY**

The vendor/contractor shall, in every case, deliver a packing slip with all goods. This packing slip shall distinctly identify the **purchase order number**, upon which the goods are being delivered. The packing slip shall also specify in detail all the goods therewith offered for acceptance, identify the number of pieces, weight, length or volume, as relevant for each class of goods. All goods delivered shall be subject to the DDSB’s inspection and approval following delivery and may be rejected and returned in whole or in part, at the vendor/contractor’s sole cost and expense.

Unless otherwise specified, all goods delivered shall be new and free and clear of all liens, claims or encumbrances of any kind, fully assembled, in complete and good working order and shall include all accessories specified.

Deliveries must be made to all schools/administration offices, directly, with all charges included unless otherwise specified. Prices must include all delivery charges to school/administrative sites. The DDSB's standard shipping terms are 'F.O.B. School/Administrative Office'. All shipping charges are to be prepaid and are the responsibility of the vendor/contractor.

Any goods received in a damaged/defective condition must be removed and replaced immediately at the expense of the vendor/contractor. The DDSB will not incur any related costs. In the event it is necessary to back order certain goods, these must be forwarded F.O.B. destination with all freight costs being the responsibility of the vendor/contractor.

**40. DELIVERY** (Consumables only)

**Service Levels** – The DDSB must receive an equal level of service at all locations. The successful bidder must be willing to provide services to all locations within the DDSB at the service level contracted.

**Delivery Charges** – All orders will be shipped F.O.B. Destination, Prepaid, with no additional shipping charges invoiced to the DDSB.

**Delivery Schedules - Bulk Consumable Purchase Orders** - Purchase orders may be issued to the vendor(s) during the months of March and/or April for delivery before May 31 of the school year. Deliveries will be accepted immediately at the destinations specified on the purchase orders. Non-compliance of this condition at any time during the term of the contract may, in the DDSB's sole discretion, be considered a material breach and may result in contract termination, upon written notice from the DDSB's Purchasing Department.

**Delivery Schedules: Purchase Orders** – Unless otherwise requested at the time of order, purchase order deliveries are to be made to each location **within 3 weeks** of purchase order issuance. Non-compliance of this condition at any time during the term of the contract may, in the DDSB's sole discretion, be considered a material breach and may result in contract termination, upon written notice from the DDSB's Purchasing Department.

**Back Orders** – Orders must **not** be held back until full quantities of stock are received unless pre-approved by the DDSB's Purchasing Department. Back orders must be filled and shipped promptly, without having to meet a minimum order requirement, and at no extra charge to the DDSB. Back orders are to be covered by the same terms and conditions as the original purchase order. All school purchase orders and back orders must be shipped direct to schools. Non-compliance of this condition at any time during the term of the contract may result in contract termination, upon written notice from the DDSB's Purchasing Department.

#### **41. DISQUALIFICATION CLAUSE**

The DDSB reserves the right to disqualify and immediately remove from eligibility to submit bids for an indeterminate period, the name of any vendor, which will include the names of such vendor's principals, and the names of any other business which may be operated by such principals, for failure to carry out its obligations for the entire term under any previous award or resulting contract pursuant to a bidding process with the DDSB, in the sole and unfettered discretion of the DDSB.

#### **42. DISQUALIFICATION FOR MISREPRESENTATION**

DDSB may disqualify the Vendor/Contractor or rescind an Agreement subsequently entered if the Vendor/Contractor's Proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.

#### **43. DOCUMENTS CONFLICTS**

In the event of conflict(s) within bid documents the following shall apply:

- The terms and conditions shall govern over the specifications
- The specifications shall govern over drawings
- Figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing
- The executed contract/purchase order agreement between the DDSB and vendor/contractor shall govern over all documents

Amendments to the contract, in the form of change orders, shall take precedence over the documents or portions thereof. Change orders, appendices and addenda to any contract document shall be considered part of such document.

None of the conditions contained in the bidder's standard or general (printed) conditions of sale shall have any affect unless explicitly agreed to by the DDSB and set forth in the purchase order or specifically referred to therein.

#### **44. DRAWINGS**

The DDSB shall furnish additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work, consistent with the contract.

The vendor/contractor shall submit a schedule establishing the dates for the submission of shop drawings for the beginning of manufacture and installation of materials and for the completion of the various parts of the work. The vendor/contractor shall advise the DDSB where circumstances necessitate a change to the schedule.

#### **45. ELECTRICAL SAFETY**

All electrical/electronic components supplied by the vendor must be CSA / ULC and/or Ontario Hydro/Ontario Electrical Safety Authority approved. Appropriate labels must be affixed to the equipment.

Appropriate label, symbol or seal shall be affixed to all electrical equipment supplied or used in the performance of the contract. If such label, symbol or seal is absent, the equipment will be returned to the vendor/contractor at their expense. The DDSB will not forward payment until this condition is met.

**46. ELECTRONIC COMMERCE ACT**

Electronic forms of correspondence for business requirements will be considered a legal medium as prescribed in the Ontario "Electronic Commerce Act, 2000, S.O. 2000.

**47. EMERGENCIES**

In an emergency affecting or threatening the safety of life, the work or adjoining property, the DDSB has the authority to stop the progress of the work

**48. ENVIRONMENTAL**

In an effort to reduce environmental waste, the DDSB promotes and supports goods and services that are environmentally friendly and contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the goods or services. Where possible, packaging shall be manufactured from recycled materials.

**49. EXAMINATION OF SITE– Not applicable at this time due to COVID-19 Pandemic**

Bidders shall carefully examine work site/location and shall investigate nature of the work to be undertaken, the means of access, the obstacles to be met with, the rights and interests which may be interfered with during the performance of the work are referred to in the contract documents, or which are necessary for the full and proper completion of the work and the conditions under which it will be performed, and shall acquaint themselves with all by-Laws, acts, ordinances, rules, regulations and codes which may affect the work of the contract.

The DDSB will not consider any claim for extra work, expense and errors incurred by the vendor/contractor resulting from failure to comply with these conditions before bidding.

The dimensions and information shown on the bid drawings where applicable are furnished in good faith by the DDSB but shall in no way relieve bidders of the responsibility for ascertaining to their own satisfaction, the nature of all conditions at the site.

**50. EXCLUSIVITY**

The DDSB does not relinquish total exclusivity of these requirements to this award, however, the majority and substantial portion will be given to the successful bidder(s) subsequent to the contract execution(s). The DDSB reserves the right to acquire other goods/services as required.

**51. EXPENSES FOR CONSULTANTS AND OTHER CONTRACTORS**

Consultants and other vendor/contractors will **not** be reimbursed for any hospitality, incidental or food expenses, including:

- Meals, snacks and beverages
- Gratuities
- Personal telephone calls

## **52. FORCE MAJEURE**

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, Pandemic or to any other cause beyond its control, except labour disruptions.

In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the force majeure event last for longer than 30 days, the DDSB may terminate this agreement by notice to the successful vendor/contractor without further liability, expense or cost of any kind.

## **53. GOVERNMENT OR REGULATORY ACTIONS**

Where any governmental or regulatory authority having jurisdiction requires the DDSB or the vendor/contractor to recall or cease using any goods/services, the DDSB or the vendor/contractor, as the case may be, shall promptly notify the other of such decision or requirement providing all relevant particulars.

In the case of any recall, seizure or requirement to cease using any of the goods/services by any governmental or regulatory authority having jurisdiction, the vendor/contractor, without limiting the DDSB's rights or remedies, shall be provided the opportunity to provide corrective action satisfactory to the DDSB, as follows:

- replace or repair the good/services and deliver replacement or repaired good/services to the DDSB, which is satisfactory to the DDSB; and
- honour all applicable good/services warranties

In any event, the vendor/contractor shall defend, indemnify and hold the DDSB and its officers, directors, agents, principals, elected officials or employees harmless from and against all damages, liabilities, and costs including legal costs on a substantial indemnity basis, arising from or related to such recall, seizure or order to cease using, to the extent that such loss was caused by the vendor/contractor.

The responsibility of the vendor/contractor under this provision shall also apply in the case where any Canadian governmental or regulatory authority issues an order to seize the goods/services (for example, where the vendor/contractor failed to exercise the required corrective action and/or the license of the goods/services was revoked).

For clarity, the responsibility of the vendor/contractor to replace or repair the goods/services does not apply where the DDSB decides, in its sole discretion, to cease using the goods/services due to health or safety concerns and those concerns have not led to the request by the Canadian governmental or regulatory authority that the vendor/contractor take appropriate action to correct or to cease using the goods/services.

**54. GUARANTEE**

The vendor/contractor guarantees that with ordinary use the said work shall, for the period of twelve (12) months, unless otherwise specified from date of final acceptance by the DDSB, remain in such condition as will meet with the approval of the DDSB's representative and that the vendor/contractor will, upon request, repair any imperfection due to materials used in the construction or workmanship.

The decision of the DDSB as to the nature, extent and cause of such imperfections and the necessity for correcting the same shall be final.

**55. HEALTH & SAFETY, LAWS, NOTICES, PERMITS AND FEES**

The vendor/contractor shall obtain the permits, licences and certificates and pay the fees required for the performance of the work which are in force subsequent to the date of bid closing.

The vendor/contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction, which are or become applicable during the performance of the work and which relate to the work, to the preservation of the public health, and to construction safety, in accordance with the Occupational Health & Safety Act.

**56. HOT WORK PERMIT**

A Hot Work Permit may be required for any temporary operation involving open flames or work producing heat and/or sparks. This includes, but is not limited to: brazing, cutting, grinding, soldering, torch-applied roofing and welding. It shall be the responsibility of the successful vendor/contractor to provide a Hot Work Permit where applicable or as requested by DDSB.

**57. INDEMNIFICATION**

The vendor/contractor agrees to indemnify and save harmless the DDSB from all actions, suits, claims and demands, and costs and damages arising by reason of injury or death to any person or any property resulting from the services or work performed herein.

**58. INSPECTION REPORTS**

In some instances, inspection reports will be required from vendor/contractors for regulatory purposes. In other instances, the DDSB may require customized reporting in a format to be determined by the DDSB designated representative at the expense of the vendor/contractor.

**59. INSPECTION REPORTS (GYM)**

The vendor/contractor must supply and provide a Maintenance Inspection report to verify inspection has been completed in accordance with the checklist and the Health and Safety Act of Ontario.

The DDSB school Principal or designate must sign reports. Inspection of all gymnasium equipment is to be completed in conjunction with a DDSB physical education department staff.

No work over and above this contract shall be performed until approval is given by an authorized DDSB purchase order.

All inspection reports shall include the following:

- Description of equipment
- Floor Plan indicating location of equipment
- Brief explanation of equipment's condition
- Recommendations for repair
- Estimate cost to repair deficient equipment – fixed equipment only
- Notification of any 'red-tagged items'

#### **60. INSURANCE (FIRE)**

The successful bidder shall be responsible for fire insurance on their own facilities and equipment.

#### **61. INSURANCE (GENERAL LIABILITY)**

The vendor/contractor shall provide and maintain at their own expense, a policy of general liability insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire contract period.

General liability insurance shall be in the name of the vendor/contractor, naming the DDSB as **additional insured**, with limits of not less than **five million (5,000,000.00) dollars** inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

**The vendor/contractor shall provide the DDSB (Purchasing Department) with proof of insurance within 10 days of issuance of the written notification of intent to award the contract.**

#### **62. INTELLECTUAL PROPERTY INDEMNITY**

The vendor/contractor shall defend, indemnify and hold DDSB harmless against all third-party claims, suits, proceedings, costs, damages, losses and expenses (including reasonable legal fees and settlement fees), and judgments incurred, claimed or sustained by DDSB arising out of or related to any allegation that any portion of the goods/services (including software and updates, error corrections, or upgrades thereto) violates any patent, copyright, trade secret, trade-mark, or other third-party intellectual property right. If a claim is filed in a court or other administrative proceeding seeking to enjoin the use of the goods/services, the vendor/contractor shall either:

- (i) at the vendor's/contractor's cost, procure for DDSB the right to continue to use the relevant portion of the goods/services;
- (ii) replace, at the vendor's/contractor's cost, the relevant portion of the goods/services with a substitute product that functions substantially in accordance with the applicable specifications of that portion of the goods/services; or
- (iii) at the vendor's/contractor's cost, modify the goods/services so that it does not infringe or misappropriate, provided that the goods/services, as modified, continues to perform substantially in accordance with the applicable specifications.

The vendor/contractor will have the right to control the defense, select counsel, and direct the course of resolution, including settlement of any infringement claim (but only if the settlement does not include an admission of liability by DDSB, does not involve more than the payment of money, and grants DDSB a full and unconditional release from all liability with respect to the claim). In addition to the defense provided by the vendor/contractor, DDSB may elect to retain its own counsel, but the vendor/contractor will not be responsible for any fees or expenses of such counsel.

This indemnity shall survive the expiration or sooner termination of the contract.

### **63. INVOICING**

Invoicing and ordering format to be in accordance with the latest revision of the Construction Act and DDSB's Contractor Prompt Payment Procedures.

In addition to the requirements of the Construction Act, the following required documentation, and any further required documentation or information that the DDSB and the Contractor may agree upon, must be included in order for the Proper Invoice to be considered complete:

- (i) Completed DDSB Formal Application of Payment by Contractor form including substantial performance calculations when applying for substantial performance.
- (ii) Contractor's Proper Invoice including itemized breakdown, claims and reference to Purchase Order number where applicable.
- (iii) Cash Allowance breakdown including supporting invoices for claims.
- (iv) Change Order breakdown including front page copy of signed change orders being claimed, including signatures of Contractor, Consultant and Owner.
- (v) WSIB Clearance Certificate including correct project name, date covering the time frame the work was completed, listing DDSB as the Owner.
- (vi) Completed Statutory Declaration CCDC form 9A, with date.

### **64. IRREVOCABILITY PERIOD**

A bid submitted is irrevocable by the bidder and must remain in effect and open for acceptance for a minimum period of ninety (90) days following the closing date unless otherwise specified.

### **65. LAWS AND REGULATIONS**

The vendor/contractor shall comply with all relevant Federal, Provincial and Municipal statutes regulations and by-laws pertaining to the work and the performance of the contract. The vendor/contractor shall be responsible for ensuring similar compliance by Vendor/Contractors and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

### **66. LIENS (Construction Act)**

The Contractor shall comply with the terms and conditions of the latest revision of the Construction Act (Ontario) as amended from time to time.



**67. LOBBYING**

Lobbying is inappropriate. Engaging in this kind of behaviour may result in your bid being disqualified.

**68. MANDATORY SITE MEETING**

Where applicable, bidders are required to attend the scheduled "Mandatory Site Meeting". Bidders must sign the "Site Meeting Log" to provide evidence to the DDSB for attendance. Failure to comply shall result in bidder disqualification.

**69. MATERIALS**

Unless otherwise specified in bid documents, materials and supplies must be new items (not refurbished, not previously used, not re-manufactured), in good operating condition, fit for the purpose for which they are being acquired, and free from defects in workmanship and material. Any item which fails in any way to meet the specifications of the bid is subject to rejection. The decision of the DDSB pertaining to items being rejected shall be final.

Inferior items shall be removed at once, by the vendor/contractor at their own expense. Should the vendor/contractor refuse to remove any items so rejected, the DDSB may then take action to remove such items at the vendor/contractor's expense.

**70. MUNICIPAL FREEDOM OF INFORMATION PROTECTION OF PRIVACY ACT (MFIPPA)**

The bid and supporting documentation shall become the property of the DDSB after the award and shall not be returned. Information in a bid is subject to potential scrutiny by other parties after the award, subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, F-31. Bidders must identify any information in the bid which is considered confidential. Requests for information must be made in writing to the DDSB FOI Coordinator, and will be subject to conditions of the Act.

**71. NO PUBLICITY OR PROMOTION**

No vendor, including a preferred Vendor/Contractor, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the DDSB.

In the event that a Vendor/Contractor, including a preferred Vendor/Contractor, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, DDSB shall be entitled to take all reasonable steps as may be deemed necessary by DDSB, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

**72. NON-SMOKING**

All DDSB facilities and properties are "Non Smoking" and all vendors/contractors and their employees must abide by this policy.

### **73. OPERATION OF TOOLS, EQUIPMENT & VEHICLES ON DDSB PROPERTY**

The vendor/contractor will perform service or cleaning after hours if there are restrictions to access during regular school hours.

The vendor/contractor will not operate power tools, maintenance equipment, snow blowers, lawn mowers, tractors, vehicles or heavy equipment on DDSB property during occupied hours without first reporting to the Principal or the Principal's designate at the school site. The tools and equipment mentioned above should not be left unsecured or unsupervised on DDSB property.

Drivers of motor vehicles shall not operate these vehicles beyond the parking area without DDSB permission. These vehicles will be operated with due caution at all times while on school property. Speed limits must not exceed 8 kilometers (5 miles) per hour at any time. Delivery and service vehicles must not enter or leave school grounds when students are in the area unless directed by, or with the permission of the Principal or delegate. Drivers will wait for the yard to clear before entering or leaving i.e. recess, etc.

No power actuated fastening device (i.e. ramset) will be permitted unless prior written approval is received from the DDSB's designated representative.

Delivery vehicles must shut down their engines when stopped in school yards or when stopped on any street adjacent to any DDSB buildings. When returning to an unattended vehicle and before it is driven, the driver must circle the vehicle to ensure that no child is hiding behind or under the vehicle. Any accidents, no matter how minor, must be reported immediately to the school Principal.

No vehicle should reverse unless there is a person available to guide the driver (except in designated parking areas).

### **74. PACKAGING**

- Vendors/contractors shall be expected to remove all packaging material from DDSB sites at their own cost and dispose of it in the most environmentally sustainable manner unless otherwise specified by the DDSB.
- All items included in the bid should be properly packaged for shipment according to accepted standard commercial practice, without extra charge for packing material or containers. Containers shall remain the property of the DDSB unless otherwise stated in the bid document.
- Where materials are shipped in refillable containers, which may require a rental charge, the vendor/contractor shall show this rental charge separately and not include such charge in the unit costs of the equipment.

### **75. PAYMENTS TO VENDORS**

The DDSB, at its discretion, will make payments to vendor/contractors electronically or by cheque.

Vendor/contractors are required to provide the DDSB, upon request, with the necessary banking information (e.g. void blank cheque) in order that payments, at the discretion of the DDSB, can be made electronically.

**76. POLICE RECORD CHECK**

Subsequent to contract award, police record checks may be required for the vendor/contractors staff entering DDSB sites. The vendor/contractor shall be required to comply at no cost to the DDSB.

**77. PRIVILEGE CLAUSE**

DDSB reserves the right to reject any or all bid submissions. The lowest or any bid submission will not necessarily be accepted. DDSB reserves the right to cancel the bid at any point in the process without liability. DDSB reserves the right not to proceed with the bid process or to cancel the process after bids are received if the budget for the process is not sufficient, bid responses are deemed not to meet the requirements of the process, funding is curtailed, or for any other reason determined to be detrimental to the DDSB's best interests. In addition, DDSB reserves the right to invalidate any submission from a bidder:

- (i) who has threatened or is currently involved in any legal disputes with the DDSB with respect to any previously awarded bids, whether or not such legal disputes arise prior to or subsequent to the issuance of this bid; or
- (ii) whose past performance has been unsatisfactory with respect to any previously awarded bid, in the sole and unfettered discretion of the DDSB, whether or not such unsatisfactory performance occurs prior to or subsequent to the issuance of this bid.

**78. PRODUCT DATA**

Provide product data sheets, which show dimensions, appearance, and specifications for goods/services included in your bid submission, where requested by the DDSB.

**79. PROOF OF LIABILITY**

The bidder may be required to show, in terms of experience and facilities, evidence of its ability to successfully complete the work, as well as that if any proposed subcontractor, to successfully complete the work.

**80. PROTECTION OF WORK & PROPERTY**

Completion of the work shall in no way interfere with the use of adjacent buildings or surrounding areas. The vendor/contractor shall adequately protect adjacent property from damage or injury. If damage or injury does occur, the vendor/contractor will return the damaged or injured property to its original or an equivalent state, at the expense of the vendor/contractor. The vendor/contractor shall provide, erect and maintain all necessary guardrails, barriers, night-lights, sidewalk and curb protection, etc. as may be necessary or as the bylaws, regulations or statutes may require. Should the job be stopped for any cause, the vendor/contractor will be responsible for and will provide all necessary protection to prevent damage by weather or other causes until the project can be safely completed. Nothing contained in this paragraph limits or releases the contractor from any liability.

The vendor/contractor will accept full responsibility for the prevention of pilferage and theft, will instruct all trades accordingly, and will be responsible for any losses due to theft.

The vendor/contractor will be responsible for repairing all damages its employees, representatives or its sub-contractors may cause to the property during the execution of the work.

#### **81. PURCHASE ORDERS**

Purchase orders will be issued by the DDSB for all goods/services required. No payment will be made unless the vendor/contractor can produce a valid purchase order. All invoices submitted for payment must reference the purchase order number issued by the DDSB.

#### **82. QUALITY**

Product quality will be of the essence of any contract issued to successful bidder(s) through this bid process.

If product substitutions are necessary after contracts are awarded, any proposed substitute **must** be approved by the Purchasing Department **prior** to shipment. Approval may require the submission and analysis of samples, as requested by the DDSB. Non-compliance of this condition at any time during the term of the contract may, in the DDSB's sole discretion, be considered a material breach and may result in contract termination, upon written notice from the DDSB's Purchasing Department.

Throughout the term of the contract, if the originally awarded item is discontinued or does not meet the DDSB's quality standards and/or requirements (including delivery) the DDSB reserves the right after award to cancel the item from the product listing, revise any quality standards in the best interests of the DDSB, determine an alternate product for use and allow any vendor acceptable to the DDSB to bid on that alternate product. The DDSB also reserves the right to award the alternate product to a bidder other than the original Vendor/Contractor of the respective item.

#### **83. QUANTITIES**

The quantities shown are estimates only based on previous volumes. The DDSB makes no guarantee of the quantities or volumes assigned to the successful bidder(s) in any contract awarded through this bid process.

Payment will be based on actual quantities of goods/services received and accepted by the DDSB at the unit prices bid.

#### **84. REFERENCES**

Bidders must provide a list of current references, as requested, preferably Ontario school boards. Also, bidders must include the name, address, contact person, email address, and telephone number of the reference provided.

#### **85. RESERVED RIGHTS OF DDSB**

DDSB reserves the right to:

- (a) make public the names of any or all bidders;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (c) assess a bidder's bid on the basis of:

- (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  - (ii) information provided by references;
  - (iii) the bidder's past performance on previous contracts awarded by DDSB;
  - (iv) the information provided by a bidder pursuant to DDSB exercising its clarification rights under this Bid process; or
  - (v) other relevant information that arises during this Bid process;
- (d) waive formalities and accept bids that substantially comply with the requirements of this Bid;
  - (e) verify with any bidder or with a third party any information set out in a bid;
  - (f) check references other than those provided by any bidder;
  - (g) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;
  - (h) disqualify any bidder or the bid of any bidder who has engaged in conduct prohibited by this Bid;
  - (i) disqualify a bidder for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by DDSB. "Conflict of Interest" shall have the meaning ascribed to it in paragraph 32;
  - (j) make changes, including substantial changes, to this Bid, provided that those changes are issued by way of addenda in the manner set out in this Bid;
  - (k) select any bidder other than the bidder whose bid reflects the lowest cost to DDSB;
  - (l) cancel this Bid process at any stage;
  - (m) cancel this Bid process at any stage and issue a new Bid for the same or similar deliverables;
  - (n) accept any bid in whole or in part; or
  - (o) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

In addition, DDSB reserves the right at any time during normal business hours, and as often as DDSB may deem necessary, to examine, the successful bidder's records with respect to the successful bidder's services under the bidder's purchase order and/or bid and any contract. The successful bidder shall permit DDSB to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of data relating to matters covered by a bid, any purchase order and/or any contract. The successful bidder shall maintain and retain all records and other documents related to a bid, any purchase order, and/or any contract for a period of seven (7) years from the date of final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by DDSB.

## **86. RETURN/RESTOCKING POLICY**

Bidders are required to state, as part of their bid submission, their return/restocking policy.

## **87. RIGHT TO AUDIT**

The bidder must provide a formula or means for which the DDSB can verify, at any point during the contract, that the pricing or percentage mark-up is being maintained by the bidder. This formula may be used by the DDSB for random spot checks to validate pricing.

The DDSB reserves the right to periodically audit invoices from Vendor/Contractors, issued to the vendor/contractor, to verify adherence to contract pricing.

In the event that pricing discrepancies exist, the vendor/contractor, at their expense, shall correct all invoices and issue payment or credit notes to the DDSB within thirty (30) days of the request by the DDSB.

Where a full audit of all invoices is required, the vendor/contractor shall perform the audit to the DDSB's satisfaction within thirty (30) days of the request and issue payment or credit note covering all amounts overcharged within sixty (60) days of request for audit.

The DDSB, in its sole discretion, in each case shall determine whether payment by cheque or credit note is appropriate.

Should the vendor/contractor fail to perform any of the audit requirements noted above, the DDSB reserves the right to terminate the contract, without incurring any cost or liability, giving thirty (30) days written notice.

## **88. SAMPLES**

Bidders must provide samples, upon request, for all products during pre-award evaluations. Failure to do so may result in that bidder's product not being considered for award.

Please note: Samples of small intrinsic value will become the property of the DDSB upon receipt. Bidders must indicate to the DDSB, prior to sample submission, whether title of the product will be relinquished by the bidder.

## **89. STORAGE OF MATERIALS & EQUIPMENT**

Materials shall be stored, covered and protected from fire, weather and other damaging conditions at all times. The DDSB may provide temporary storage space for materials if available.

The vendor/contractor shall be responsible for all materials and equipment being used on site, and for safeguard of such in case of damage to DDSB property.

## **90. SUBCONTRACTORS**

The vendor/contractor agrees to preserve and protect the rights of the parties under the contract with respect to work to be performed under subcontract and to:

- Enter into contracts or written agreements with their subcontractors requiring them to perform their work in accordance with and subject to the terms and conditions of the contract documents.

- Be fully responsible to the DDSB for acts and omissions of their subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.
- The vendor/contractor **MUST** submit a list of any sub-contractor who will be carrying out any part of this contract indicating the work each subcontractor will be responsible to perform.
- The DDSB may for reasonable cause, object to the use of a proposed subcontractor and require the vendor/contractor to employ one of the other subcontract bidders. In the event that the DDSB requires such a change, the contract price shall be adjusted by the difference in cost and mark-up occasioned by such a change.
- Nothing contained in the contract documents shall create a contractual relationship between a subcontractor and the DDSB.

## 91. **SUBSTITUTIONS**

Goods are described or named in the specification to establish a standard of material and workmanship. The bid amount shall be based on the specified materials and equipment.

The DDSB reserves the right to accept or reject proposed alternates. Rejection by the DDSB is final.

Alternate goods may be bid for products which they consider to be of equal or better quality than those listed in this document. In the event a bidder submits an alternative product and it can be readily determined that the product is acceptable or not acceptable, it will be considered accordingly during the analysis of all the bids received prior to award. If the alternative product cannot be readily accepted or rejected, and the bid price indicates that there could be an economical benefit to the DDSB, then the product will be put into testing evaluation process to determine acceptability, however, will not be considered for award during this current bid process. If, during the test evaluation process, it is determined that the product is acceptable, then it will be included as an approved product for future bid calls.

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the product desired, but the product on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on a product other than as specified, the bidder must furnish complete data and identification with respect to the alternate product the bidder proposes to furnish.

Consideration will be given to bids submitted on alternate products to the extent that such action is deemed to serve the best interests of the DDSB. If the bidder does not indicate that the product the bidder proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact product as described in the bid.

## 92. **SUPERVISION**

The vendor/contractor shall ensure that adequate and competent supervision is provided at all times by a competent supervisor as defined under the Occupational Health and Safety Act (Ontario). The supervisor shall represent and be an agent for the vendor/contractor for all purposes, and directions given to/by the supervisor shall bind the vendor/contractor.

The vendor/contractor shall conduct the work with all skill and diligence and shall cooperate with the DDSB and the DDSB's representatives in every legitimate way to conduct their respective business in an effective, successful and harmonious manner, so as to complete the work specified.

## 93. **SURETY**

### **Performance Bond**

Performance surety shall be in the amount of fifty percent (50%) of the total amount and is a requirement of this tender.

An **Agreement to Bond** for a 50% performance bond issued by an approved surety company authorized to conduct business in the Province of Ontario shall accompany the bid submission. An irrevocable letter of credit for 50% of the value of the contract shall be accepted as surety, in lieu of a performance bond, issued by an approved bank or financial institution having office in Canada and authorized to conduct Business in Ontario shall accompany the bid submission. Bids not accompanied by the required **Performance Agreement to Bond** shall be rejected.

Where the vendor/contractor has provided an irrevocable letter of credit as surety, the aforesaid will be returned after completion of the work and final payment has been accepted by the vendor/contractor.

The vendor/contractor shall arrange, pay for, execute and furnish to the DDSB a performance bond in an amount equal to fifty percent (50%) of the bid sum with an approved surety company.

An irrevocable letter of credit for fifty percent (50%) of the bid sum shall be an acceptable alternative to a performance bond issued by an approved bank or financial institution in Canada and authorized to conduct business in Ontario.

Upon award of the contract, the vendor/contractor shall promptly provide to the DDSB (Purchasing Department) the surety bonds called for in the bid documents. DDSB shall advise of the method for delivery of surety documents as necessary.

### **Labour and Material Payment Bond**

Labour and material payment surety shall be in the amount of fifty percent (50%) of the total amount and is a requirement of this tender.



An agreement to bond for a 50% labour and material payment bond issued by an approved surety company authorized to conduct business in the Province of Ontario shall accompany the bid submission. An irrevocable letter of credit for 50% of the value of the contract shall be accepted as surety, in lieu of a labour and material payment bond, issued by an approved bank or financial institution having office in Canada and authorized to conduct business in Ontario shall accompany the bid submission.

Bids not accompanied by the required **Labour and Material Agreement to Bond** shall be rejected.

Where the vendor/contractor has provided an irrevocable letter of credit as surety, the aforesaid will be returned after completion of the work and final payment has been accepted by the vendor/contractor.

The vendor/contractor shall arrange, pay for, execute and furnish to the DDSB a labour and material payment bond in an amount equal to fifty percent (50%) of the bid sum with an approved surety company.

An irrevocable letter of credit for fifty percent (50%) of the bid sum shall be an acceptable alternative to a labour and material payment bond issued by an approved bank or financial institution in Canada and authorized to carry on business in Ontario.

Upon award of the contract, the vendor/contractor shall promptly provide to the DDSB (Purchasing Department) the **surety bonds** called for in the bid documents. DDSB shall advise of the method for delivery of surety documents as necessary.

#### **94. SUSPENSION AND/OR STOPPAGE OF WORK**

The DDSB may, without invalidating the contract, suspend performance by the vendor/contractor from time to time for any or all work for such reasonable period of time as the DDSB may determine.

The resumption and completion of work after the suspension shall be governed by the schedule established by the DDSB.

The DDSB designated representative has the authority to stop the progress of any work whenever in their opinion, such stoppage may be necessary.

#### **95. TAXATION & DUTY**

Except as otherwise provided the prices bid shall be in Canadian funds and shall include all duty, customs clearances and all other charges now or hereafter imposed or in force. The harmonized sales tax (H.S.T.) shall be extra to the price(s) bid. All prices must be quoted F.O.B. the delivery point(s) as set out in the purchase order(s). Bidders must indicate on the price schedule of the bid document their H.S.T. registration number.

#### **96. TERM OF CONTRACT**

This contract is for the period herein stipulated, subject to both satisfactory performance and pricing. Pricing is to remain firm as specified and subsequent years pricing will be subject to negotiation acceptable to the DDSB.

The DDSB reserves the right to extend the contract subject to negotiations acceptable to the DDSB.

This contract shall come into force on the effective date and shall expire, unless terminated earlier in accordance with the provisions of the contract, on the occurrence of any of the following:

- Installation of the goods/services has been completed to the satisfaction of the DDSB, as applicable;
- All other bidder obligations under the contract have been met to the satisfaction of the DDSB;
- The DDSB has made all of the payments required under the contract.

If required, either party can ask for confirmation that the contract has expired. The term of the contract is subject to any and all rights of either party to terminate the contract pursuant to the terms and conditions, or otherwise available to either party at law or in equity.

#### **97. TERMINATION OF CONTRACT**

The DDSB shall be entitled to terminate the contract, without liability, cost or penalty in accordance with the following:

- On written notice to the vendor/contractor, if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the vendor/contractor or its property;
- On written notice to the vendor/contractor, if the vendor/contractor makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to conduct its business or affairs, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- On written notice to the vendor/contractor, following the occurrence of any material change in the DDSB requirements which results from regulatory or funding changes or recommendations issues by any government or regulatory body;
- At any time, without cause, by giving the vendor/contractor at least thirty (30) days written notice;
- On thirty (30) days written notice to the vendor/contractor in the event of a breach of the representation regarding conflict of interest;
- As per any provision of the contract that provides for early termination.

If the DDSB terminates the contract for any of these reasons, it is entitled to:

- Take possession of the work in progress and materials on site and utilize the construction equipment then on site and complete the work by whatever method the DDSB may consider expedient but without undue delay or expense.
- Withhold any further payments to the vendor/contractor until the work is complete.
- Recover from the vendor/contractor all losses, damages and expense incurred by the DDSB due to the vendor/contractor's default (this may be deducted from any monies due or becoming due to the vendor/contractor).
- The vendor/contractor's obligations under the contract as to quality, correction and general guarantee of the work performance up to the time of termination shall continue to be in force after such termination.

Any termination of the contract shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either of them of any obligation incurred prior to the effective date of such termination.

**98. TIE BIDS**

In the event of a tie bid, a lottery, as determined by the DDSB, will take place witnessed by the respective bidders. If a bidder(s) is not available to attend, at least one other DDSB staff and member of DDSB Purchasing department will be present as a witness and the results recorded accordingly.

**99. WARRANTY**

The successful bidder(s) warrants to the DDSB that:

- All goods/services, materials and equipment supplied under the contract are free of all defects in manufacture and workmanship for a period of not less than 1 year from date of delivery, installation or performance (whichever is the later);
- The vendor/contractor(s) shall promptly remedy any defect or deficiency in any goods/services, materials or equipment supplied under the contract to the full and complete satisfaction of the DDSB within seven (7) calendar days following notice to do so from the DDSB at no additional cost to the DDSB, unless otherwise specified;
- In the event that the vendor/contractor(s) does not promptly honour the above warranties to the satisfaction of the DDSB, the DDSB may, at the sole cost of the vendor/contractor, do whatever it deems necessary and advisable to remedy, rectify or replace the defective, deficient or non-compliant goods, services, materials or equipment.

All goods/services and/or equipment furnished or supplied pursuant to the contract shall be installed or attached in such a manner as to preserve all manufacturer's and vendor/contractor's warranties, which shall, together with all parts and components, become the property of the DDSB after successful and satisfactory installation or attachment.

**100. WORK SCHEDULE**

The vendor/contractor shall submit to the DDSB for approval, when requested, a written "work schedule" before commencing work. Failure to do so may constitute withdrawal of the contract.

**101. WORKERS' RIGHTS**

The vendor/contractor will abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour or other appropriate legislation of the Province of Ontario or the Government of Canada.

**102. WORKMANSHIP**

Quality workmanship is required. The vendor/contractor shall employ qualified trades/workers experienced in the use of the specific goods/services relative to the contract.

### **103. WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (W.H.M.I.S)**

The successful bidder must provide Material Safety Data Sheets and any required labeling for products that are designated as hazardous in the workplace in accordance with W.H.M.I.S. Legislation.

Prior to the initial shipment of good/services hereunder, the vendor/contractor shall provide the DDSB with, and during the term of this contract the vendor/contractor shall provide and continuously update, a list of all goods/services containing hazardous materials, or any physical agents or devices or equipment producing or emitting physical agents or any substance, compound or product that is deemed to be or contains a designated substance under the Occupational Health and Safety Act (Ontario).

In accordance with the Workplace Hazardous Materials Information System (WHMIS) Regulation, the vendor/contractor shall provide the appropriate Material Safety Data Sheets including all updates, during the term of the contract. All Material Safety Data Sheets documentation shall be provided to the DDSB in the format requested.

### **104. WORKPLACE SAFETY & INSURANCE BOARD (W.S.I.B.)**

The vendor/contractor MUST submit to the DDSB (Purchasing Department) at the time of entering into the Contract, a satisfactory clearance certificate from the Workplace Safety and Insurance Board confirming that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid, and the DDSB may, at any time during the performance or upon completion of the contract, require a further declaration that all such assessments or compensations have been paid.

The DDSB requires all vendor/contractors who provide labour and installation services on any of the DDSB properties, as part of the contract, to be in full compliance with all requirements imposed upon them by the Workplace Safety Insurance Board (WSIB). Therefore, all of the vendor/contractor's personnel must be covered by the insurance plan under the Workplace Safety and Insurance Act, 1997.

A Certificate of Clearance from the WSIB, shall be provided prior to the commencement of work indicating that all payments by the vendor/contractor to the WSIB Board have been made.

Clearance certificates shall be renewed by the vendor/contractor every ninety (90) days (minimum) and submitted automatically and routinely to the DDSB throughout the period of the contract.

Prior to final payment, a Certificate of Clearance must be issued indicating all payments by the vendor/contractor to the DDSB in conjunction with the subject contract have been made and that the DDSB will not be liable to the WSIB for future payments in connection with the vendor/contractor's fulfillment of the contract.

For Independent Operators who have elected not to have WSIB coverage, the following shall be provided upon request by the DDSB:

- › *a letter from the WSIB confirming Independent Operator status;*
- › *and evidence of having obtained WSIB optional Insurance.*

The DDSB has the right to reject any bid it deems to have not provided sufficient WSIB coverage.

The vendor/contractor will ensure that any and all subcontractors also have valid WSIB coverage.

## LIST OF PREQUALIFIED BIDDERS

### General Contractors:

Company Name	Location
Deciantis Construction Limited	Richmond Hill, ON
Gateman Milloy Inc	Kitchener, ON
Gen-Pro/1320376 Ontario Ltd.	Burlington, ON
Gerr Construction Limited	Bowmanville, ON
Golden Gate contracting	Oakville, ON
J.J. McGuire General Contractors Inc.	Oshawa, ON
J.V.S. Construction Limited	Whitby, ON
Morosons Construction Limited	Toronto, ON
Newgen Construction Corporation	Mississauga, ON
Pre-Eng Contracting Ltd.	Concord, ON
Remo General Contracting Ltd.	Brampton, ON
RJB Construction (1989) Ltd	Newmarket, ON
Rutherford Contracting Ltd.	Aurora, ON
Silver Birch Contracting Ltd.	Schomberg, On
Torcom Construction Inc	North York, ON
TRP Construction General Contractors	Burlington, ON

## LIST OF PREQUALIFIED BIDDERS

### MECHANICAL CONTRACTORS:

Company Name	Location
Adamson and Dobbin Ltd.	Peterborough, ON
Antrim Mechanical Ltd.	Brampton, ON
Black Creek Mechanical Ltd.	Toronto, ON
CEC Mechanical	King City, ON
Mapleridge Mechanical Contracting Inc	Pickering, ON
Masen Mechanical Inc.	Woodbridge, ON
MSB Mechanical Ltd	Aurora, ON
Mutual Mechanical Ltd.	Oshawa, ON
Pipe All Plumbing & Heating Ltd.	Woodbridge, ON
Stellar Mechanical	Toronto, ON
Summit Mechanical	Peterborough, ON
Unified Mechanical Inc.	Courtice, ON
W. Mitchell & Son Mechanical Contractors Ltd.	Pickering, ON

## LIST OF PREQUALIFIED BIDDERS

### ELECTRICAL CONTRACTORS

Company Name	Location
<b>Small Projects List:</b>	
CEC Services Limited (Aurora)	King City, ON
Cremers Brothers Electric Limited	Peterborough, ON
Electro Light Inc	Oshawa, ON
Ferguson Electric Company Ltd	Cobourg, ON
Gremar Electric Ltd.	Vaughan, ON
Multiservice Electric Ltd.	Claremont, ON
RCN Electric	Mississauga, ON
Smith and Long	Markham, ON
Sojat Electric Limited	Richmond Hill, ON
Space Age Electric	Oshawa, ON
Star Electrical Services Inc.	Brampton, ON
Surefoot Mechanical.Inc	Whitby, ON
Trilogy Electric Ltd.	Whitby, ON